

### **REMARKS**

Applicants appreciate the Examiner's review of the Request for Continued Examination and Amendment in Response to the Advisory Action. Reconsideration and withdrawal of all claims are requested.

#### **Claim 8 is patentable under 35 U.S.C. 101.**

Claim 8 is directed to statutory subject matter under 35 U.S.C. 101. Claim 8 has been amended to more clearly show that the claim is directed to statutory subject matter. Support for the amendment may be found at, for example, p. 5, l. 12 - p. 6, l. 14 of the specification. No new matter has been added by the amendments.

#### **Priority Claim**

The priority claim has been addressed in responses to prior office actions.

#### **Claims 1, 2 and 4 - 9 are patentable under 35 U.S.C. 103(a) over Shoham et al. (U.S. 6,584,451) in view of Johnson (U.S. 6,047,274) in view of Official Notice and further in view of Hanson (U.S. 5,974,398) and further in view of Fusz (U.S. 7,133,835) and further in view of Telezoo (an article found in PTO892).**

Claims 1, 2 and 4 - 9 are patentable under 35 U.S.C. 103(a) over Shoham in view of Johnson further in view of Official Notice further in view of Hanson further in view of Fusz and further in view of Telezoo.

It would not have been obvious to one of ordinary skill in the art at the time of the invention to combine the ~~six~~ references cited by the Office Action to recreate the claimed invention. The mere fact that the Office Action required six separate references to teach all of the features of the independent claims shows that the claims would not have been obvious to one of ordinary skill in the art at the time of the invention. Applicants' invention could have been created by one of ordinary skill in the art at the time of the invention only through hindsight.

The Office Action has selected items from each of the six references and merged them together to create an argument against Applicants' invention. The references teach vastly different inventions and would not have been brought together except for the hindsight of the Office Action.

For example, Shoham teaches an "Online Buyers Club System (OBCS) ... targeted at user communities consisting of a large number of small-volume buyers". Shoham, Abstract. Johnson teaches an auction service is provided that stimulates competition between energy suppliers. Johnson, Abstract. Hanson teaches a system for allowing interactive information and entertainment service customers to see advertisers' bids for their attention and choose which advertisements to view. Hanson, Abstract. Fusz teaches a system for potential product purchasers and sellers to access the exchange system via the network, and submit offers and/or pricing requests to such system. Fusz, Abstract. Telezoo teaches a request for proposal internet site. Telezoo, page 1. Each of the references teaches a unique invention unrelated to the other references. None of the references teaches more than a few of the features of the claimed invention and it would not have been obvious to one of ordinary skill in the art at the time of the invention to combine the references as suggested in the Office Action.

The Office Action has cited the Shoham reference in combination with the five other references. The Shoham reference was originally cited as a 102(e) reference in the October 30, 2006 Office Action. The Shoham reference was later cited as a 103(a) reference with Official Notice in the June 1, 2007 Office Action. Now, the Shoham reference has been cited as a 103(a) reference in combination with Johnson further in view of Official Notice further in view of Hanson further in view of Fusz and further in view of Telezoo. The examination of this application has gone through many different references, all of which have been found insufficient. In this latest Office Action, six references were required in an attempt to show that the invention is obvious. The convoluted interrelationships of the references and arguments for obviousness themselves are evidence that it would not have been obvious to one of ordinary skill in the art at the time of the invention to combine all of the references to create the claimed invention.

The cited references do not teach every element of the claimed invention and, therefore, cannot render the claims obvious. For example, the six cited references do not disclose at least the limitation of "preventing a requester from accepting the identified response after the session is terminated by the requester".

The Office Action again asserts that Shoham discloses "preventing a requester from accepting the identified response after the session is terminated" as recited by Claims 1 and 8. The Examiner cites C. 6, ll. 1 - 8 of Shoham for such an assertion; however, C. 6, ll. 1 - 8 of Shoham discusses how and when it is permitted for a SELLER to change pricing schedules, and has no relevance to preventing a requester of a service from doing anything. Shoham does not prevent a

requestor from accepting the identified response after the session is terminated, but, to the contrary, only prevents a seller from changing pricing schedules. Committing a buyer during a session is not equivalent to preventing a requestor from accepting the identified response after the session is terminated by the requestor.

In addition, the Office Action reintroduces the Johnson reference, which was previously withdrawn by the Examiner, to teach "preventing a requester from accepting the identified response after the session is terminated by the requester". Office Action at pages 4 - 5. However, as discussed in responses to prior Office Actions and reiterated below, Johnson does not teach "preventing a requester from accepting the identified response after the session is terminated by the requester".

The Office Action makes references to Johnson, C. 12, ll. 37 - 55, where the system of Johnson provides a "fail-safe mechanism, to avoid use of old bids that have not been changed due to communication failure . . . at the expiration of the time limit, the expired bid could default to a preset default bid or to no bid". Johnson at C. 12, ll. 47 - 52). The system of Johnson is an auction system, which is made clear by the above-cited description, for enabling bidders to bid on energy supply. The bids to which Johnson refers are bids to the suppliers and the fail-safe mechanism that prevents the suppliers from accepting bids after a certain time. The only reference to termination is that the auction completes after a set time. This does not relate to preventing a requestor from accepting the identified response after the session is terminated.

The fail-safe mechanism of Johnson is not the same as "preventing a requester from accepting the identified response after the session is terminated by the requester."

First, Johnson as cited, is dealing with preventing suppliers (of energy services) from accepting old bids, whereas Applicants' claimed invention is directed to preventing a requester (i.e., purchaser) from accepting a response from a supplier (of telecommunication services).

Second, the Johnson system is that of an auction that receives bids from bidders to suppliers, thereby allowing suppliers to accept a bid, whereas Applicants' claimed invention receives "requests" from requesters to suppliers and a "response" is sent back to the requester to accept the response.

Third, the Johnson system being an auction where bidders submit bids to the suppliers does not provide for "establishing a session . . . for considering the purchase of the at least one telecommunication service," as Johnson merely provides for a bidding process to occur over certain

time periods (Johnson at C. 12, ll. 5 - 7) and does not contemplate a "session" or "preventing a requester from accepting the identified response after the session is terminated by the requester".

The remaining references, Fusz, Telezoo and Official Notice do not teach at least the limitation of "preventing a requester from accepting the identified response after the session is terminated by the requester". Therefore, the six cited references do not at least teach "preventing a requester from accepting the identified response after the session is terminated by the requester" and cannot be obvious over the combination of the cited references.

For at least the foregoing reasons, Applicants respectfully assert that independent claims 1, 8 and 9 are patentable over Shoham in view of Johnson further in view of Official Notice further in view of Hanson further in view of Fusz and further in view of Telezoo. Dependent claims 2 and 4 - 7 depend from independent claim 1 and add further patentable features to the patentable features of the independent claim.

Therefore, claims 1, 2, and 4 - 9 are patentable over Shoham in view of Johnson further in view of Official Notice further in view of Hanson further in view of Fusz and further in view of Telezoo. Withdrawal of the rejection and allowance of all claims are requested.

**CONCLUSION**

Reconsideration and allowance of all claims are requested.

Applicants submit concurrently a request for a one-month extension of time under 37 C.F.R. § 1.136 and the accompanying fee. Please charge our Credit Card in the amount of \$120.00 covering the fees set forth in 37 C.F.R. § 1.17(a)(4). In the event that any additional extensions of time are necessary to prevent the abandonment of this patent application, then such extensions of time are petitioned. The U.S. Patent and Trademark Office is authorized to charge any additional fees that may be required in conjunction with this submission to Deposit Account Number 50-2228, referencing matter number 026624.0104PTUS, from which the undersigned is authorized to draw.

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Respectfully submitted,

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